

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO

POÑIL RANCH, L.P.,

Plaintiff,

v.

Case No. 1:23-cv-00743-MIS-KK

BOY SCOUTS OF AMERICA and
CHASE RANCH FOUNDATION,

Defendants.

**THE CHASE RANCH FOUNDATION’S ANSWER TO FIRST AMENDED COMPLAINT
FOR DECLARATORY JUDGMENT, QUIET TITLE TO EASEMENTS, BREACH OF
LICENSE, TRESPASS, INTERFERENCE WITH EASEMENTS, AND INJUNCTIVE RELIEF**

The Chase Ranch Foundation (incorrectly named as “Chase Ranch Foundation”) (“Chase Ranch”) for its Answer to Plaintiff’s First Amended Complaint for Declaratory Judgment, Quiet Title to Easements, Breach of License, Trespass, Interference with Easements, and Injunctive Relief, states as follows:

1. Chase Ranch does not have sufficient information to admit or deny the allegations in Paragraph 1 of the Complaint and thus denies the same.

2. Chase Ranch does not have sufficient information to admit or deny the allegations in Paragraph 2 of the Complaint and thus denies the same.

3. Answering Paragraph 3, Chase Ranch admits that it is a non-profit corporation established pursuant to New Mexico law and that it is located in New Mexico. Chase Ranch further admits that it is the owner of the Chase Ranch. Chase Ranch denies the remaining allegations stated in Paragraph 3.

4. Answering Paragraph 4, Chase Ranch admits that the Poñil Ranch is adjacent to Chase Ranch and that the Chase Ranch shares a boundary with Philmont Scout Ranch. The

remainder of Paragraph 4 does not state an allegation against Chase Ranch and thus requires no answer. To the extent that Chase Ranch must respond, it denies the remaining allegations stated in Paragraph 4 of the Complaint.

5. Chase Ranch does not have sufficient information to admit or deny the allegations in Paragraph 5 of the Complaint and thus denies the same.

6. Chase Ranch does not have sufficient information to admit or deny the allegations in Paragraph 6 of the Complaint and thus denies the same.

7. Paragraph 7 of the Complaint states a legal conclusion to which no response is required. To the extent that a response is deemed to be required, Chase Ranch does not have sufficient information to admit or deny the allegations in Paragraph 7 of the Complaint and thus denies the same.

8. Answering Paragraph 8, Chase Ranch admits the Court has personal jurisdiction over it. Chase Ranch does not have sufficient information to admit or deny the remaining allegations in Paragraph 8 of the Complaint and thus denies the same.

9. Chase Ranch does not have sufficient information to admit or deny the allegations in Paragraph 9 of the Complaint and thus denies the same.

10. Chase Ranch does not have sufficient information to admit or deny the allegations in Paragraph 10 of the Complaint and thus denies the same.

RESPONSE TO “OPERATIVE FACTS”

11. Paragraph 11 does not state an allegation against Chase Ranch and thus requires no answer. To the extent that Chase Ranch must respond, if a claim is being made of a use by Poñil or its predecessors for a road or access through Chase Ranch, it is denied. Further, Chase

Ranch does not have sufficient information to admit or deny the remaining allegations in Paragraph 11 and thus denies the same.

12. Paragraph 12 does not state an allegation against Chase Ranch and thus requires no answer. To the extent that Chase Ranch must respond, if a claim is being made of a use by Poñil or its predecessors for a road or access through Chase Ranch, it is denied. Further, Chase Ranch does not have sufficient information to admit or deny the remaining allegations in Paragraph 12 and thus denies the same.

13. Paragraph 13 does not state an allegation against Chase Ranch and thus requires no answer. To the extent that Chase Ranch must respond, if a claim is being made of a use by Poñil or its predecessors for a road or access through Chase Ranch, it is denied. Further, Chase Ranch does not have sufficient information to admit or deny the remaining allegations in Paragraph 12 and thus denies the same.

14. Paragraph 14 does not state an allegation against Chase Ranch and thus requires no answer. To the extent that Chase Ranch must respond, if a claim is being made of a use by Poñil or its predecessors for a road or access through Chase Ranch, it is denied. Further, Chase Ranch does not have sufficient information to admit or deny the remaining allegations in Paragraph 14 and thus denies the same.

15. Paragraph 15 does not state an allegation against Chase Ranch and thus requires no answer. To the extent that Chase Ranch must respond, if a claim is being made of a use by Poñil or its predecessors for a road or access through Chase Ranch, it is denied. Further, Chase Ranch does not have sufficient information to admit or deny the remaining allegations in Paragraph 15 and thus denies the same.

16. Answering Paragraph 16, Chase Ranch denies the allegations as they relate to Chase Ranch. Chase Ranch does not have sufficient information to admit or deny the remaining allegations in Paragraph 16 of the Complaint and thus denies the same.

17. Paragraph 17 does not state an allegation against Chase Ranch and thus requires no answer. To the extent that Chase Ranch must respond, if a claim is being made of a use by Poñil or its predecessors for a road or access through Chase Ranch, it is denied. Further, Chase Ranch does not have sufficient information to admit or deny the remaining allegations in Paragraph 17 and thus denies the same.

18. Answering Paragraph 18, Chase Ranch denies the allegations as they relate to Chase Ranch, including subparagraphs 18(a) to (f). Chase Ranch does not have sufficient information to admit or deny the remaining allegations in Paragraph 18 of the Complaint and thus denies the same.

19. Answering Paragraph 19, Chase Ranch denies the allegations as they relate to Chase Ranch. Chase Ranch does not have sufficient information to admit or deny the remaining allegations in Paragraph 19 of the Complaint and thus denies the same.

20. Answering Paragraph 20, Chase Ranch denies the allegations as they relate to Chase Ranch. Chase Ranch does not have sufficient information to admit or deny the remaining allegations in Paragraph 20 of the Complaint and thus denies the same.

21. Paragraph 21 does not state an allegation against Chase Ranch and thus requires no answer. To the extent that Chase Ranch must respond, if a claim is being made of a use by Poñil or its predecessors for a road or access through Chase Ranch, it is denied. Further, Chase Ranch does not have sufficient information to admit or deny the remaining allegations in Paragraph 21 and thus denies the same.

22. Paragraph 22 does not state an allegation against Chase Ranch and thus requires no answer. To the extent that Chase Ranch must respond, if a claim is being made of a use by Poñil or its predecessors for a road or access through Chase Ranch, it is denied. Further, Chase Ranch does not have sufficient information to admit or deny the remaining allegations in Paragraph 22 and thus denies the same.

23. Paragraph 23 does not state an allegation against Chase Ranch and thus requires no answer. To the extent that Chase Ranch must respond, if a claim is being made of a use by Poñil or its predecessors for a road or access through Chase Ranch, it is denied. Further, Chase Ranch does not have sufficient information to admit or deny the remaining allegations in Paragraph 23 and thus denies the same.

24. Answering Paragraph 24, Chase Ranch denies the allegations as they relate to Chase Ranch. Chase Ranch does not have sufficient information to admit or deny the remaining allegations in Paragraph 24 of the Complaint and thus denies the same.

25. Answering Paragraph 25, Chase Ranch admits that the last descendent of the Chase family to own Chase Ranch was Gretchen Sammis and that upon her death Chase Ranch was deeded to the Chase Ranch Foundation. Chase Ranch denies the remaining allegations in Paragraph 25 the Complaint.

26. Chase Ranch denies the allegations stated in Paragraph 26.

27. Paragraph 27 does not state an allegation against Chase Ranch and thus requires no answer. To the extent that Chase Ranch must respond, if a claim is being made of a use by Poñil or its predecessors for a road or access through Chase Ranch, it is denied. Further, Chase Ranch does not have sufficient information to admit or deny the remaining allegations in Paragraph 27 and thus denies the same.

28. Answering Paragraph 28, Chase Ranch denies the allegations as they relate to Chase Ranch. Chase Ranch does not have sufficient information to admit or deny the remaining allegations in Paragraph 28 of the Complaint and thus denies the same.

29. Paragraph 29 does not state an allegation against Chase Ranch and thus requires no answer. To the extent that Chase Ranch must respond, if a claim is being made of a use by Poñil or its predecessors for a road or access through Chase Ranch, it is denied. Further, Chase Ranch does not have sufficient information to admit or deny the remaining allegations in Paragraph 29 and thus denies the same.

30. Paragraph 30 does not state an allegation against Chase Ranch and thus requires no answer. To the extent that Chase Ranch must respond, if a claim is being made of a use by Poñil or its predecessors for a road or access through Chase Ranch, it is denied. Further, Chase Ranch does not have sufficient information to admit or deny the remaining allegations in Paragraph 30 and thus denies the same.

31. Paragraph 31 does not state an allegation against Chase Ranch and thus requires no answer. To the extent that Chase Ranch must respond, if a claim is being made of a use by Poñil or its predecessors for a road or access through Chase Ranch, it is denied. Further, Chase Ranch does not have sufficient information to admit or deny the remaining allegations in Paragraph 31 and thus denies the same.

32. Paragraph 32 does not state an allegation against Chase Ranch and thus requires no answer. To the extent that Chase Ranch must respond, if a claim is being made of a use by Poñil or its predecessors for a road or access through Chase Ranch, it is denied. Further, Chase Ranch does not have sufficient information to admit or deny the remaining allegations in Paragraph 32 and thus denies the same.

33. Chase Ranch denies the allegations in Paragraph 33.

RESPONSE TO COUNT ONE

34. Paragraph 34 of the Complaint states a legal conclusion to which no response is required. To the extent that Chase Ranch must respond, if a claim is being made of a use by Poñil or its predecessors for a road or access through Chase Ranch, it is denied. Further, Chase Ranch does not have sufficient information to admit or deny the remaining allegations in Paragraph 34 of the Complaint and thus denies the same.

35. Paragraph 35 does not state an allegation against Chase Ranch and thus requires no answer. To the extent that Chase Ranch must respond, if a claim is being made of a use by Poñil or its predecessors for a road or access through Chase Ranch, it is denied. Further, Chase Ranch does not have sufficient information to admit or deny the remaining allegations in Paragraph 35 and thus denies the same.

36. Paragraph 36 of the Complaint states a legal conclusion to which no response is required. To the extent that Chase Ranch must respond, if a claim is being made of a use by Poñil or its predecessors for a road or access through Chase Ranch, it is denied. Further, Chase Ranch does not have sufficient information to admit or deny the remaining allegations in Paragraph 36 of the Complaint and thus denies the same.

37. Paragraph 37 of the Complaint states a legal conclusion to which no response is required. To the extent that Chase Ranch must respond, if a claim is being made of a use by Poñil or its predecessors for a road or access through Chase Ranch, it is denied. Further, Chase Ranch does not have sufficient information to admit or deny the remaining allegations in Paragraph 37 of the Complaint and thus denies the same.

38. Answering Paragraph 38, Chase Ranch denies the allegations as they relate to Chase Ranch. Chase Ranch does not have sufficient information to admit or deny the remaining allegations in Paragraph 38 of the Complaint and thus denies the same.

39. Paragraph 39 does not state an allegation against Chase Ranch and thus requires no answer. To the extent that Chase Ranch must respond, if a claim is being made of a use by Poñil or its predecessors for a road or access through Chase Ranch, it is denied. Further, Chase Ranch does not have sufficient information to admit or deny the remaining allegations in Paragraph 39 and thus denies the same.

40. Answering Paragraph 40, Chase Ranch denies the allegations as they relate to Chase Ranch. Chase Ranch does not have sufficient information to admit or deny the remaining allegations in Paragraph 40 of the Complaint and thus denies the same.

41. Answering Paragraph 41, Chase Ranch denies the allegations as they relate to Chase Ranch. Chase Ranch does not have sufficient information to admit or deny the remaining allegations in Paragraph 41 of the Complaint and thus denies the same.

RESPONSE TO COUNT TWO

42. Answering Paragraph 42, Chase Ranch denies the allegations as they relate to Chase Ranch. Chase Ranch does not have sufficient information to admit or deny the remaining allegations in Paragraph 42 of the Complaint and thus denies the same.

43. Answering Paragraph 43, Chase Ranch denies the allegations as they relate to Chase Ranch. Chase Ranch does not have sufficient information to admit or deny the remaining allegations in Paragraph 43 of the Complaint and thus denies the same.

44. Answering Paragraph 44, Chase Ranch denies the allegations as they relate to Chase Ranch.

45. Answering Paragraph 45, Chase Ranch denies the allegations as they relate to Chase Ranch. Chase Ranch does not have sufficient information to admit or deny the remaining allegations in Paragraph 45 of the Complaint and thus denies the same.

46. Answering Paragraph 46, Chase Ranch denies the allegations as they relate to Chase Ranch. Chase Ranch does not have sufficient information to admit or deny the remaining allegations in Paragraph 46 of the Complaint and thus denies the same.

47. Answering Paragraph 47, Chase Ranch denies the allegations as they relate to Chase Ranch. Chase Ranch does not have sufficient information to admit or deny the remaining allegations in Paragraph 47 of the Complaint and thus denies the same.

48. Answering Paragraph 48, Chase Ranch denies the allegations as they relate to Chase Ranch. Chase Ranch does not have sufficient information to admit or deny the remaining allegations in Paragraph 48 of the Complaint and thus denies the same.

49. Answering Paragraph 49, Chase Ranch denies the allegations as they relate to Chase Ranch, including subparagraphs 49(a) to 49(d). Chase Ranch does not have sufficient information to admit or deny the remaining allegations in Paragraph 49 of the Complaint and thus denies the same.

50. Answering Paragraph 50, Chase Ranch denies the allegations as they relate to Chase Ranch. Chase Ranch does not have sufficient information to admit or deny the remaining allegations in Paragraph 50 of the Complaint and thus denies the same.

51. Answering Paragraph 51, Chase Ranch denies the allegations as they relate to Chase Ranch. Chase Ranch does not have sufficient information to admit or deny the remaining allegations in Paragraph 51 of the Complaint and thus denies the same.

52. Answering Paragraph 52, Chase Ranch denies the allegations as they relate to Chase Ranch. Chase Ranch does not have sufficient information to admit or deny the remaining allegations in Paragraph 52 of the Complaint and thus denies the same.

53. Answering Paragraph 53, Chase Ranch denies the allegations as they relate to Chase Ranch. Chase Ranch does not have sufficient information to admit or deny the remaining allegations in Paragraph 53 of the Complaint and thus denies the same.

RESPONSE TO COUNT THREE

54. Paragraph 54 does not state an allegation against Chase Ranch and thus requires no answer. To the extent that Chase Ranch must respond, if a claim is being made of a use by Poñil or its predecessors for a road or access through Chase Ranch, it is denied. Further, Chase Ranch does not have sufficient information to admit or deny the remaining allegations in Paragraph 54 and thus denies the same.

55. Paragraph 55 does not state an allegation against Chase Ranch and thus requires no answer. To the extent that Chase Ranch must respond, if a claim is being made of a use by Poñil or its predecessors for a road or access through Chase Ranch, it is denied. Further, Chase Ranch does not have sufficient information to admit or deny the remaining allegations in Paragraph 55 and thus denies the same.

56. Paragraph 56 does not state an allegation against Chase Ranch and thus requires no answer. To the extent that Chase Ranch must respond, if a claim is being made of a use by Poñil or its predecessors for a road or access through Chase Ranch, it is denied. Further, Chase Ranch does not have sufficient information to admit or deny the remaining allegations in Paragraph 56 and thus denies the same.

57. Paragraph 57 does not state an allegation against Chase Ranch and thus requires no answer. To the extent that Chase Ranch must respond, if a claim is being made of a use by Poñil or its predecessors for a road or access through Chase Ranch, it is denied. Further, Chase Ranch does not have sufficient information to admit or deny the remaining allegations in Paragraph 57 and thus denies the same.

58. Paragraph 58 does not state an allegation against Chase Ranch and thus requires no answer. To the extent that Chase Ranch must respond, if a claim is being made of a use by Poñil or its predecessors for a road or access through Chase Ranch, it is denied. Further, Chase Ranch does not have sufficient information to admit or deny the remaining allegations in Paragraph 58 and thus denies the same.

59. Paragraph 59 does not state an allegation against Chase Ranch and thus requires no answer. To the extent that Chase Ranch must respond, if a claim is being made of a use by Poñil or its predecessors for a road or access through Chase Ranch, it is denied. Further, Chase Ranch does not have sufficient information to admit or deny the remaining allegations in Paragraph 59 and thus denies the same.

60. Answering Paragraph 60, Chase Ranch denies the allegations as they relate to Chase Ranch. Chase Ranch does not have sufficient information to admit or deny the remaining allegations in Paragraph 60 of the Complaint and thus denies the same.

RESPONSE TO COUNT THREE

61. Paragraph 61 does not state an allegation against Chase Ranch and thus requires no answer. To the extent that Chase Ranch must respond, if a claim is being made of a use by Poñil or its predecessors for a road or access through Chase Ranch, it is denied. Further, Chase

Ranch does not have sufficient information to admit or deny the remaining allegations in Paragraph 61 and thus denies the same.

62. Answering Paragraph 62, Chase Ranch denies the allegations as they relate to Chase Ranch. Chase Ranch does not have sufficient information to admit or deny the remaining allegations in Paragraph 62 of the Complaint and thus denies the same.

63. Answering Paragraph 63, Chase Ranch denies the allegations as they relate to Chase Ranch. Chase Ranch does not have sufficient information to admit or deny the remaining allegations in Paragraph 63 of the Complaint and thus denies the same. Further, Chase Ranch denies that Plaintiff is entitled to the relief requested in the “Request for Relief” section following Paragraph 63 of the Complaint.

GENERAL DENIAL

All allegations of the Complaint not expressly admitted are denied.

FIRST DEFENSE

The Complaint fails to state claims against Chase Ranch upon which relief can be granted.

SECOND DEFENSE

Plaintiff’s claims are barred in whole or in part by the applicable Statute of Limitations.

THIRD DEFENSE

Plaintiff has failed to mitigate its damages.

FOURTH DEFENSE

Plaintiff’s claims are barred by the doctrines of waiver, estoppel and laches.

FIFTH DEFENSE

The Complaint fails to state a claim to establish a public prescriptive easement because

Plaintiff cannot establish by clear and convincing evidence that (1) the general public, (2) used roads adversely, (3) in an open or notorious manner, (4) for at least ten continuous years.

SIXTH DEFENSE

The Complaint fails to state a claim for a prescriptive easement as all access over Chase Ranch's property by Plaintiff was permissive only.

SEVENTH DEFENSE

The Complaint fails to state a claim for an easement by necessity as Plaintiff enjoys other access roads to its property.

EIGHTH DEFENSE

The Complaint fails to state a claim for an easement because of abandonment of both public and private easements.

NINTH DEFENSE

The Complaint fails to state a claim for an easement because of extinguishment by prescription.

TENTH DEFENSE

Plaintiff's claims are barred by the doctrine of unclean hands.

ELEVENTH DEFENSE

If Plaintiff was injured and damaged as alleged, which is specifically denied, the damages were caused solely by the negligence of Plaintiff and/or third persons.

TWELFTH DEFENSE

Plaintiff has failed to join necessary and indispensable parties

Chase Ranch does not knowingly nor intentionally waive any applicable defenses. Chase Ranch reserves the right to assert additional defenses that it may discover in the course of the proceedings of this matter and to which it may be entitled under the law, including case law,

statutes and rules, of the jurisdictions whose law may be found to apply to the claims asserted.

WHEREFORE, The Chase Ranch Foundation respectfully requests that the Complaint against it be dismissed with prejudice or, in the alternative, that they be awarded judgment in its favor with an award of appropriate damages, including attorney's fees and costs.

RODEY, DICKASON, SLOAN, AKIN & ROBB, PA


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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing pleading was served on Tuesday, October 10, 2023, via the Court's electronic filing system to all counsel of record.

RODEY, DICKASON, SLOAN, AKIN & ROBB, PA

By: 
Jeffrey M. Croasdell